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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

NOTIFICATION

The 18th May 2026

No. 649036-HII(2)-2026/5053.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment s Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **12/2016 dated 23.03.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SHESH RAM, S/O SH. THAKUR SINGH, R/O HOUSE NO. 196, KHUDA LAHORA, U.T. CHANDIGARH. (WORKMAN)

AND

1. THE INDIAN RED CROSS SOCIETY, U.T. CHANDIGARH THROUGH ITS DIRECTOR / MANAGING DIRECTOR, KARUNA SADAN BUILDING, SECTOR 11 B, CHANDIGARH.
2. THE MANAGER, INIDAN RED CROSS CANTEEN, PGI, SECTOR 12, CHANDIGARH THROUGH SH MADAN LAL GUPTA S/O SURAJ BHAN GUPTA (SINCE DECEASED) THROUGH HIS LEGAL REPRESENTATIVE :-
   a) SMT. CHANDER BALA, WIFE OF LATE SH. MADAN LAL GUPTA.
   b) AMIT SINGH, SON OF SH. MADAN LAL GUPTA.
   c) ASHWANI SINGLA, SON OF SH. MADAN LAL GUPTA.

ALL RESIDENTS OF HOUSE NO. 2319, SECTOR 38-C, CHANDIGARH. (MANAGEMENT)

AWARD

1. The Hon ble High Court of Punjab & Haryana in CM-5262-CWP-2025 in/and CWP No.19106-2[illegible] and other connected cases vide order dated 08.04.2025 has set aside the Award dated 18.10.2019 wherein finding was recorded that the respondent-workman is employee of petitioner-society. The case was remanded back for fresh adjudication as to whether the respondent-workman has any entitlement qua the contractor keeping in view the facts & circumstances of the case.

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2. The original case file has been requisitioned from the record room.

3. The workman filed the claim statement submitting that he was engaged as Salesman in the year 2000 by management No.1 at Indian Red Cross Canteen, PGI Complex, Sector 12, Chandigarh and he worked under the supervision of the management No.2, who was Manager of management No.1. The workman worked up to October, 2011. The workman along with co-workers was called by management No.1 and they were informed that canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated with continuity of service with back wages. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. The workman was being paid salary by the management after deduction of PF and ESI and the management was depositing the PF in the PF account of the workman and at the time of termination of service, the management was paying the salary of ` 4,500/- per month after deduction of PF and ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with management No.1 and completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination. The management had terminated his services without issuing one month notice and without paying any retrenchment compensation and thereby violated Section 25F of the the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act')*. It is stated that since the management had shunted out the workman without following the provisions of the ID Act, which amounts to unfair labour practice and was violative of Section 25T of the ID Act. It is prayed that the workman may be reinstated with continuity of service and full back wages.

4. Management No.1 filed written statement taking preliminary objections inter alia that there was no relationship of employer-employee between answering management and workman. The PGI had given some space within the premises of the PGI, Chandigarh for running a canteen on license basis to management No.1, which was not renewed after 31.08.2011. In order to run the canteen, management No.1 engaged a Manager for running the said canteen at his own level with his own infrastructure etc. on the terms & conditions as agreed between management No.1 and the Contractor / Manager engaged from time to time. It is stated that as per agreement, the Contractor / Manager was authorised to engage any manpower at his own level and as per his own convenience with the categoric condition that such manpower would not be the employee of management No.1.

5. On merits, it is pleaded that the workman was working under management No.2. He was never in employment of the management No.1 and therefore, there was no occasion for giving any assurance for his reinstatement. Neither the workman visited the office of management No.1 at point of time nor any assurance was given to the workman by management No1. It is stated that the management No.2 was responsible to deduct the EPF from the wages of the manpower engaged by management No.2, if any, and management No.1 was not responsible for the same. It is stated that initially the Contractors / Manager did not deposit the EPF deducted by them from time to time from their employees deployed in the canteen and the EPF authorities initiated proceedings and Sandeep Garg had not deposited the due amount and the FIR was lodged against him. It is stated that since it was a case of closure of canteen, therefore the employer was under a duty to comply with the statutory requirements on such closure, if he has the resources. Since the workman was never in the employment of management No.1, therefore, there was no occasion to give any assurance for reinstatement. Moreover, the licence of the premises was not renewed by the PGI after 31.08.2011, there was no occasion for the workman to continue for work with management No.2 up to October, 2011. Remaining averments of the claim of the workman were denied and ultimately, it is prayed that the claim of the workman may be dismissed.

6. None appeared for management No.2 on 16.08.2017and the management No.2 was proceeded against ex-parte vide order dated 16.08.2017.

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7. The workman filed replication to the written statement filed by management No.1 and from the pleadings of the parties, the issues were framed by the Court on 15.09.2017. Thereafter, both the parties led their evidence and the then Presiding Officer vide Award dated 18.10.2019 allowed the industrial dispute partly and the workman was held entitled for lump sum compensation of ` 50,000/-solely and severally to be paid by management No.1.

8. The aforesaid Award was challenged by the Indian Red Cross Society (management No.1) before the Hon'ble High Court by way of Civil Writ Petition and the Hon'ble High Court vide order dated 08.04.2025 set aside the Award dated 18.10.2019.

9. The management No.2 put its appearance through its LRs in pursuance of the Orders of the Hon ble High Court of Punjab & Haryana, Chandigarh and filed written reply to the claim statement taking preliminary objections inter alia that the claim statement filed by the workman was not maintainable; the workman failed to produce any document relating to his employment with management No.2 namely Late Shri M. L. Gupta and there was no relationship of employer-employee between management No.2 and the workman. It is further stated that the claim statement was bad for non-joinder of necessary parties.

10. On merits, it is denied that the workman ever worked under Shri M. L. Gupta. It is stated that the workman has himself stated that he was engaged by management No.1 and worked under the supervision of Manager of management No.1 i.e. management No.2 and the Managers were changed by management No.1 from time to time, as mentioned in the written statement submitted by management No.1. It is submitted that the workman worked on the instructions of management No.1 and all the assurance qua the work was given management No.1 and management No.2 has no role to play in that. It is stated that if any deductions were made by management No.1 which were deposited in the PF and ESI, the same can be verified and the workman can get the same after following due process of law. It is further stated that the written statement filed by management No.1 mentions that FIR was registered against the Manager Sandeep Garg for not depositing the EPF / ESI but Sandeep Garg was not made a party in the claim statement. It is stated that the workman was never the employee of the management No.2 and a prayer was made for dismissing the claim statement qua management No.2.

11. The workman did not file replication to the written statement filed by management No.2. From the pleadings of the parties, following issues arise for determination :-

1. Whether the workman has any entitlement qua contractor / management No.2, keeping in view the facts & circumstances of this case ? OPW

2. Relief.

12. Thereafter the parties were called upon to produce their respective evidence.

13. The workman stepped into the witness box as AW1 and he was duly cross-examined by management No.2 and thereafter Learned Representative for the workman closed the evidence on behalf of the workman.

14. Mr. Sushil Kumar, Indian Red Cross Society appeared as MW1. The management No. 2 examined Shri Ashwani Singla as MW2 and thereafter, closed the evidence on behalf of management No. 2. The Representative for management No.1 suffered a statement that management No.1 does not want to produce any evidence or to cross-examine any witness in view of the judgment dated 08.04.2025 passed by the Hon'ble High Court in Civil Writ Petition filed by management No.1 against the Award dated 18.10.2019 passed by the Tribunal/Court.

15. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1

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16. The workman was required to prove the said issue.

17. The workman vide his affidavit Exhibit 'AW1/A' tendered on 29.07.2019 stated that he was engaged as Salesman in the year 2000 by management No.1 and he worked under the supervision of management No.2, who was the Manager of management No.1. He stated that he worked up to October, 2011 and thereafter, he along with others was called by management No.1 and they were informed that the canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated along with others. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. At the time of termination, management No.1 was paying the salary of ` 4,500/- per month after deduction of PF and ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with management No.1 and has completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination and management No.1 has violated Section 25F of the ID Act. He deposed that he was unemployed from the date of termination of his services. He worked from the date of joining with management No.1 under the supervision of various managers till impugned termination who were engaged and disengaged by the management after some years and at the time of the impugned termination the management No.2 was the Manager.

18. MW1 Sushil Kumar vide his affidavit Exhibit 'MW1/A' tendered on 30.09.2019 deposed that the PGI has given three locations in its premises for running canteen on rent basis and it was decided to give the premises to some persons on licence fee basis and such person was named as Manager of the Canteen on the terms & conditions agreed between the Manager and management No.1. He tendered in evidence documents Exhibit 'M1' to Exhibit 'M14' . He deposed that the manpower was engaged by the Manager at his own level and the liability of EPF and ESI was that of the Manager. The management No.1 has never terminated the services of the workman. The canteen was closed on 31.08.2011 and therefore, the provision of Section 25F of the ID Act qua management No.2 would have no application. He deposed that the reference qua the management No.1 is liable to be rejected.

19. MW2 Ashwani Singla S/o Late Shri M. L. Gupta vide his affidavit Exhibit 'MW2/A' deposed that the petition filed by the workman was not maintainable as the workman failed to produce any document relating to his employment with Late Shri M. L. Gupta. He deposed that the workman stated that he had worked up to October, 2011 and there was no dispute till October, 2011 regarding his wages and thereafter the workman was called by management No.1 i.e. Indian Red Cross Society and official of the Society informed the workman that they closed the canteen for renovation and they would again hire them after renovation. He submitted that management No.1 in its written statement submitted in the year 2016 stated that it had engaged Madan Lal Gupta (since deceased) as their Manager for the period from 01.11.2009 to 31.08.2011 and after 31.08.2011, the canteen was handed over to PGI, which shows that the story projected by the workman in para No.2 qua their wages and renovation etc. is vague in nature. Management No.2 had nothing to do with the dispute between the workman and Indian Red Cross Society. He deposed that the claim of the workman was only based upon the EPF slip already exhibited before this Court on 29.07.2019 as Exhibit 'W1' and the said document clearly shows the workman s relation as employer with management No.1 and, as such, management No.1 was liable to pay the deduction made at that time. Further, slip of EPF deduction related to the year 2008-09 and during that time, as per written statement on record, the canteen was under the managership of Sandeep Garg and not under deceased Madan Lal Gupta, as such, the claim of the workman deserves to be dismissed. He deposed that Madan Lal Gupta never appointed the workman or the workman ever worked for management No.2. There was no relationship of employer-employee between management No.2 and workman. He deposed that the claim petition deserves to be dismissed on the ground of non-joinder of necessary parties. He deposed that the management No.2 worked under the supervision of management No.1 and the agreement between management No.1 & 2 dated 09.11.2009 and 09.12.2010 itself speaks that there was no responsibility or

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liability of any of legal heirs in case of death of Manager in respect of his tenure as Manager in the Red Cross Canteen. He deposed that he being the son of Late M. L. Gupta does not have much knowledge about the present issue except that the workman was working for management No.1 and not for management No.2.

20. Learned Representative for the workman submitted that the workman has worked in the canteen w.e.f. year 2000 till October, 2011 and it was told to him that the canteen would remain closed for renovation and he would be called back after completion of renovation and he submitted that in the month of August, 2012 he was refused to join the duties. He further argued that the canteen was closed and the workman has been suffering on the said account.

21. Learned Representative for the management No.1 submitted that the workman was never appointed by management No.1 and the Hon'ble High Court vide order dated 08.04.2025 has held that the workman is not the employee of the Red Cross Society.

22. The Learned Representative for management No.2 submitted that M. L. Gupta was selected as Manager by the Indian Red Cross Society to run the canteen in PGI complex. He argued that there was no relationship of employer & employee between the management No.2 and workman. He submitted that the workman was disengaged due to closure of canteen in August, 2011 for which the Manager of the canteen cannot be made responsible.

23. It transpires from the record that the workman in his pleadings as well as in his affidavit (Exhibit 'AW1/A ') tendered in his examination in chief stated that he was engaged by management No.1 as Salesman at Red Cross Canteen at PGI complex, Chandigarh and he worked under the supervision of management No.2 who was the Manager of management No.1. MW1 Sushil Kumar in his oral testimony stated that Madan Lal Gupta was appointed as a Manager with a period of contract running w.e.f. 01.11.2009 to 31.08.2011. During his cross-examination, he stated that the PGI had given the canteen on rent basis to Indian Red Cross Society (management No.1) to run the canteen in the premises of the PGI and he admitted as correct that the PGI had not given the canteen on rent to the Manager. He had admitted that agreement dated 30.06.1979 (Exhibit 'MX') mentioned that the consolidated pay of the Manager would be ` 500/- per month.

24. MW1 Sushil Kumar has produced on record the agreements dated 09.11.2009 and 09.12.2010 executed between the Secretary, Indian Red Cross Society and Shri Madan Lal Gupta (Exhibit 'M13' & 'M14'). The said agreements stipulate that Madan Lal Gupta has been selected as Manager to run the canteen outlets in the premises of PGI, Chandigarh for which he has agreed to work as Manager for running the three U.T. Red Cross Canteen outlets. The said agreement mentions that the Indian Red Cross Society shall be the Principal of the one part and Shri Madan Lal Gupta of the other part *(here-in-after called the 'Manager')* of the agreement. Clause 4 of the agreement provides that the said outlet shall run under the name & style "Chandigarh U.T. Red Cross Canteen". The said agreement also provides that the Manager shall be sole responsible to arrange the required persons to assist in running / managing of the canteen and the Manager shall be responsible for payment of wages and other benefits to the workman which may be employed by him for the purpose of running the canteen. Further, the agreement dated 09.11.2009 (Exhibit 'M13') also contains the rights / obligations of Red Cross Society, which read as under :-

> *"30. That Indian Red Cross Society, U.T. Chandigarh Branch shall provide space to run the canteen outlets. Necessary infrastructure and manpower required to run the canteen outlets shall be arranged by the Manager himself.*
>
> *31. That the Society shall at liberty to terminate the selection by giving 30 day s advance notice without assigning any reason whatsoever. In case Manager wishes to abandon and exist from agreement, he will be required to serve a 60 day s advance notice in writing to Society. In case, Manager does not give any notice before leaving, the amount of "Performance Deposit" deposited by him with the Society shall be forfeited.*

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32. That the Chairman/Secretary, Indian Red Cross Society, U.T. Chandigarh Branch reserves the right to terminate the term of Manager at any time, incase of any misbehavior, misconduct or non observance of any of the terms and conditions on the part of the Manager or his servants.

33. Since the above premises are on lease basis with Indian Red Cross Society, U.T. Chandigarh Branch. In case, the sanction of the said canteen outlets is withdrawn or cancelled/terminated by the PGIMER authorities, no notice of termination of selection will be given and Manager shall stand automatically relieved ……."

Similar terms & conditions find mention in the agreement Exhibit 'M14'. MW1 in his cross-examination conducted by management No.2 stated that the final authority qua the organisation, rates of food items and other activities related to the canteen were governed under Indian Red Cross Society,which was the final authority for taking decision in respect of the said canteen during the tenancy period in question. He further stated that he does not have any documentary evidence or any letter issued by management No.1 to reflect that the management No.1 had ever stated that the Manager will be responsible for any type of activities relating to the workman.

25. The workman was cross-examined by the Learned Representative for management No.2 on 19.11.2025 and he stated as under :-

"……It is correct that in the present case the facts are, I was appointed/engaged by management No.1 i.e. Indian Red Cross Society, U.T. Chandigarh in 2000 as Salesman and I used to work under the supervision of the appointed Manager of the Indian Red Cross Society. It is correct that the Managers which were appointed for the management of the Canteens in PGI were changed from time to time but all the time I continued our services with management No.1 i.e. Indian Red Cross Society and I used to withdraw the salary from management No.1. It is correct that management No.1 also deducted P.F./ESI related to the Red Cross Society and the account in which the P.F./ESI deductions were deposited in the account bearing No.PB/5054/603 which relates to management No.1 i.e. Indian Red Cross Society. The receipt of deposit is already exhibited as Exhibit W-1 in IDR No.12/2016. It is correct that the Indian Red Cross Society controls the entire day to day working of the Red Cross Canteen in which I was working and the same was also supervised by the Organizing Secretary of Indian Red Cross Society. It is correct that management No.2 only works on the dictates of management No.1. It is also correct that over financial issues were always taken care by management No.1 and not by management No.2. It is correct that I was fired from my services without any notice by management No.1 and management No.2 have no role to play. It is correct that I made several requests in regard to my job to management No.1 but no personal hearing was made by management No.1. It is correct that I never made request to management No.2 for reinstatement or in regard to any type of grievance with management No.2. It is correct that till today I have only grievance with management No.1 as they had removed me from my services without giving any termination notice or any other prior notice to me. It is correct that during my tenure of job with management No.1, there were several Managers which were changed by management No.1 from time to time and the present management No.2 namely M. L. Gupta is only one of the Manager of the Red Cross Society who was also employed like us. It is also correct that in the canteen of Red Cross Society

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even the rates of food items will be decided by management No.1 and even management No.2 cannot change the cost of the food items. It is correct that I have no grievances with management No.2 nor I demanding any claim from management No.2. It is wrong to suggest that I have deposed falsely."

26. A perusal of the oral testimony of the workman reveals that he had worked at canteen at PGI complex under the supervision of appointed Manager of management No.1. No appointment order issued to the workman by the management No.2 has been produced on record to show that he was ever engaged by the Manager M. L. Gupta. Rather, it is an admission on the part of the workman that the Managers kept on changing from time to time.

27. The workman deposed that he worked up to October, 2011 and thereafter he was called by management No.1 and it was informed that the canteen was going to be closed due to renovation and they would be called back after completion of renovation. The workman has never stated that the management No.2 had informed about the closure of canteen due to renovation. It is an admission on the part of Sushil Kumar – MW1 that the PGI has given the canteen on rent basis to Indian Red Cross Society and no notice of closure of canteen was given either to the Manager or workman.

28. The entire material on record reveals that management No.2 was appointed as a Manager by management No.1 for running the canteen. There is no evidence to the effect that the workman was ever appointed by management No.2. The testimony of the workman establishes that he has no grievance with management No.2 as he during his oral testimony stated that the Manager of the canteen was also employed like them. Admittedly, the canteen was closed down on 31.08.2011 and no notice of closure of canteen was given to the Manager or the workman.

29. The testimony of the workman does not establish that his services were dispensed with by management No.2. The workman during his oral testimony had stated that the management No.2 has no role to play in firing him from services and he was not demanding any claim from management No.2.
Resultantly, the workman has no entitlement qua management No.2. Accordingly, the said issue stands decided against the workman and in favour of management No.2.

Relief

30. In view of the aforesaid findings, the industrial dispute in hand stands declined qua management No.2. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : March 23, 2026

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

NOTIFICATION

The 18th May 2026

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DHYAN SINGH S/O SH. MUSA SINGH, R/O HOUSE NO. 629, DASHMESH NAGAR, NAYA GOAN, DISTRICT SAS NAGAR, PUNJAB. (WORKMAN)

AND

1. THE INDIAN RED CROSS SOCIETY, U.T. CHANDIGARH THROUGH ITS DIRECTOR / MANAGING DIRECTOR, KARUNA SADAN BUILDING, SECTOR 11 B, CHANDIGARH.

2. THE MANAGER, INIDAN RED CROSS CANTEEN, PGI, SECTOR 12, CHANDIGARH THROUGH SH MADAN LAL GUPTA S/O SURAJ BHAN GUPTA (SINCE DECEASED) THROUGH HIS LEGAL REPRESENTATIVE:-

a) SMT. CHANDER BALA, WIFE OF LATE SH. MADAN LAL GUPTA.

b) AMIT SINGH, SON OF SH. MADAN LAL GUPTA.

c) ASHWANI SINGLA, SON OF SH. MADAN LAL GUPTA.

ALL RESIDENTS OF HOUSE NO. 2319, SECTOR 38-C, CHANDIGARH. (MANAGEMENT)

AWARD

1. The Hon'ble High Court of Punjab & Haryana in CM-5262-CWP-2025 in/and CWP No.19106-2020 and other connected cases vide order dated 08.04.2025 has set aside the Award dated 18.10.2019 wherein a finding was recorded that the respondent-workman is employee of petitioner-society. The case was remanded back for fresh adjudication as to whether the respondent-workman has any entitlement qua the contractor keeping in view the facts & circumstances of the case.

2. The original case file has been requisitioned from the record room.

3. The workman filed the claim statement submitting that he was engaged as Helper in the year 2003 by management No.1 at Indian Red Cross Canteen, PGI Complex, Sector 12, Chandigarh and he worked under the supervision of the management No.2, who was Manager of management No.1. The workman worked up to October, 2011. The workman along with co-workers was called by management No.1 and they were informed that canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated with continuity of service with back wages. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. The workman was being paid salary by the management after deduction of PF and ESI and the management was depositing the PF in the PF account of the workman and at the time of

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termination of service, the management was paying the salary of ` 4,000/- per month after deduction of PF and ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with management No.1 and completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination. The management had terminated his services without issuing one month notice and without paying any retrenchment compensation and thereby violated Section 25F of the the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act')*. It is stated that since the management had shunted out the workman without following the provisions of the ID Act, which amounts to unfair labour practice and was violative of Section 25T of the ID Act. It is prayed that the workman may be reinstated with continuity of service and full back wages.

4. Management No.1 filed written statement taking preliminary objections inter alia that there was no relationship of employer-employee between answering management and workman. The PGI had given some space within the premises of the PGI, Chandigarh for running a canteen on license basis to management No.1, which was not renewed after 31.08.2011. In order to run the canteen, management No.1 engaged a Manager for running the said canteen at his own level with his own infrastructure etc. on the terms & conditions as agreed between management No.1 and the Contractor / Manager engaged from time to time. It is stated that as per agreement, the Contractor / Manager was authorised to engage any manpower at his own level and as per his own convenience with the categoric condition that such manpower would not be the employee of management No.1.

5. On merits, it is pleaded that the workman was working under management No.2. He was never in employment of the management No.1 and therefore, there was no occasion for giving any assurance for his reinstatement. Neither the workman visited the office of management No.1 at point of time nor any assurance was given to the workman by management No1. It is stated that the management No.2 was responsible to deduct the EPF from the wages of the manpower engaged by management No.2, if any, and management No.1 was not responsible for the same. It is stated that initially the Contractors / Manager did not deposit the EPF deducted by them from time to time from their employees deployed in the canteen and the EPF authorities initiated proceedings and Sandeep Garg had not deposited the due amount and the FIR was lodged against him. It is stated that since it was a case of closure of canteen, therefore the employer was under a duty to comply with the statutory requirements on such closure, if he has the resources. Since the workman was never in the employment of management No.1, therefore, there was no occasion to give any assurance for reinstatement. Moreover, the licence of the premises was not renewed by the PGI after 31.08.2011, there was no occasion for the workman to continue for work with management No.2 up to October, 2011. Remaining averments of the claim of the workman were denied and ultimately, it is prayed that the claim of the workman may be dismissed.

6. None appeared for management No.2 on 14.12.2016 and the management No.2 was proceeded against ex-parte vide order dated 14.12.2016.

7. The workman filed replication to the written statement filed by management No.1 and from the pleadings of the parties, the issues were framed by the Court on 15.09.2017. Thereafter, both the parties led their evidence and the then Presiding Officer vide Award dated 18.10.2019 allowed the industrial dispute partly and the workman was held entitled for lump sum compensation of ` 50,000/-solely and severally to be paid by management No.1.

8. The aforesaid Award was challenged by the Indian Red Cross Society (management No.1) before the Hon'ble High Court by way of Civil Writ Petition and the Hon'ble High Court vide order dated 08.04.2025 set aside the Award dated 18.10.2019.

9. The management No.2 put its appearance through its LRs in pursuance of the Orders of the

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Hon'ble High Court of Punjab & Haryana, Chandigarh and filed written reply to the claim statement taking preliminary objections inter alia that the claim statement filed by the workman was not maintainable; the workman failed to produce any document relating to his employment with management No.2 namely Late Shri M. L. Gupta and there was no relationship of employer-employee between management No.2 and the workman. It is further stated that the claim statement was bad for non-joinder of necessary parties.

10. On merits, it is denied that the workman ever worked under Shri M. L. Gupta. It is stated that the workman has himself stated that he was engaged by management No.1 and worked under the supervision of Manager of management No.1 i.e. management No.2 and the Managers were changed by management No.1 from time to time, as mentioned in the written statement submitted by management No.1. It is submitted that the workman worked on the instructions of management No.1 and all the assurance qua the work was given management No.1 and management No.2 has no role to play in that. It is stated that if any deductions were made by management No.1 which were deposited in the PF and ESI, the same can be verified and the workman can get the same after following due process of law. It is further stated that the written statement filed by management No.1 mentions that FIR was registered against the Manager Sandeep Garg for not depositing the EPF / ESI but Sandeep Garg was not made a party in the claim statement. It is stated that the workman was never the employee of the management No.2 and a prayer was made for dismissing the claim statement qua management No.2.

11. The workman did not file replication to the written statement filed by management No.2. From the pleadings of the parties, following issues arise for determination :-

1. Whether the workman has any entitlement qua contractor / management No.2, keeping in view the facts & circumstances of this case ? OPW

2. Relief.

12. Thereafter the parties were called upon to produce their respective evidence.

13. The workman stepped into the witness box as AW1 and he was duly cross-examined by management No.2 and thereafter Learned Representative for the workman closed the evidence on behalf of the workman.

14. Mr. Sushil Kumar, Indian Red Cross Society appeared as MW1. The management No.2 examined Shri Ashwani Singla as MW2 and thereafter, closed the evidence on behalf of management No2. The Representative for management No.1 suffered a statement that management No.1 does not want to produce any evidence or to cross-examine any witness in view of the judgment dated 08.04.2025 passed by the Hon'ble High Court in Civil Writ Petition filed by management No.1 against the Award dated 18.10.2019 passed by the Tribunal/Court.

15. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1

16. The workman was required to prove the said issue.

17. The workman vide his affidavit Exhibit 'AW1/A' tendered on 29.07.2019 stated that he was engaged as Helper in the year 2003 by management No.1 and he worked under the supervision of management No.2, who was the Manager of management No.1. He stated that he worked up to October, 2011 and thereafter, he along with others was called by management No.1 and they were informed that the canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along

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with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated along with others. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. At the time of termination, management No.1 was paying the salary of ` 4,000/- per month after deduction of PF and ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with management No.1 and has completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination and management No.1 has violated Section 25F of the ID Act. He deposed that he was unemployed from the date of termination of his services. He worked from the date of joining with management No.1 under the supervision of various managers till impugned termination who were engaged and disengaged by the management after some years and at the time of the impugned termination the management No.2 was the Manager.

18. MW1 Sushil Kumar vide his affidavit Exhibit 'MW1/A' tendered on 30.09.2019 deposed that the PGI has given three locations in its premises for running canteen on rent basis and it was decided to give the premises to some persons on licence fee basis and such person was named as Manager of the Canteen on the terms & conditions agreed between the Manager and management No.1. He tendered in evidence documents Exhibit 'M1' to Exhibit 'M14'. He deposed that the manpower was engaged by the Manager at his own level and the liability of EPF and ESI was that of the Manager. The management No.1 has never terminated the services of the workman. The canteen was closed on 31.08.2011 and therefore, the provision of Section 25F of the ID Act qua management No.2 would have no application. He deposed that the reference qua the management No.1 is liable to be rejected.

19. MW2 Ashwani Singla S/o Late Shri M. L. Gupta vide his affidavit Exhibit 'MW2/A' deposed that the petition filed by the workman was not maintainable as the workman failed to produce any document relating to his employment with Late Shri M. L. Gupta. He deposed that the workman stated that he had worked up to October, 2011 and there was no dispute till October, 2011 regarding his wages and thereafter the workman was called by management No.1 i.e. Indian Red Cross Society and official of the Society informed the workman that they closed the canteen for renovation and they would again hire them after renovation. He submitted that management No.1 in its written statement submitted in the year 2016 stated that it had engaged Madan Lal Gupta (since deceased) as their Manager for the period from 01.11.2009 to 31.08.2011 and after 31.08.2011, the canteen was handed over to PGI, which shows that the story projected by the workman in para No.2 qua their wages and renovation etc. is vague in nature. Management No.2 had nothing to do with the dispute between the workman and Indian Red Cross Society. He deposed that the claim of the workman was only based upon the EPF slip already exhibited before this Court on 29.07.2019 as Exhibit 'W1' and the said document clearly shows the workman's relation as employer with management No.1 and, as such, management No.1 was liable to pay the deduction made at that time. Further, slip of EPF deduction related to the year 2008-09 and during that time, as per written statement on record, the canteen was under the managership of Sandeep Garg and not under deceased Madan Lal Gupta, as such, the claim of the workman deserves to be dismissed. He deposed that Madan Lal Gupta never appointed the workman or the workman ever worked for management No.2. There was no relationship of employer-employee between management No.2 and workman. He deposed that the claim petition deserves to be dismissed on the ground of non-joinder of necessary parties. He deposed that the management No.2 worked under the supervision of management No.1 and the agreement between management No.1 & 2 dated 09.11.2009 and 09.12.2010 itself speaks that there was no responsibility or liability of any of legal heirs in case of death of Manager in respect of his tenure as Manager in the Red Cross Canteen. He deposed that he being the son of Late M. L. Gupta does not have much knowledge about the present issue except that the workman was working for management No.1 and not for management No.2.

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20. Learned Representative for the workman submitted that the workman has worked in the canteen w.e.f. year 2003 till October, 2011 and it was told to him that the canteen would remain closed for renovation and he would be called back after completion of renovation and he submitted that in the month of August, 2012 he was refused to join the duties. He further argued that the canteen was closed and the workman has been suffering on the said account.

21. Learned Representative for the management No.1 submitted that the workman was never appointed by management No.1 and the Hon'ble High Court vide order dated 08.04.2025 has held that the workman is not the employee of the Red Cross Society.

22. The Learned Representative for management No.2 submitted that M. L. Gupta was selected as Manager by the Indian Red Cross Society to run the canteen in PGI complex. He argued that there was no relationship of employer & employee between the management No.2 and workman. He submitted that the workman was disengaged due to closure of canteen in August, 2011 for which the Manager of the canteen cannot be made responsible.

23. It transpires from the record that the workman in his pleadings as well as in his affidavit (Exhibit 'AW1/A') tendered in his examination in chief stated that he was engaged by management No.1 as Helper at Red Cross Canteen at PGI complex, Chandigarh and he worked under the supervision of management No.2 who was the Manager of management No.1. MW1 Sushil Kumar in his oral testimony stated that Madan Lal Gupta was appointed as a Manager with a period of contract running w.e.f. 01.11.2009 to 31.08.2011. During his cross-examination, he stated that the PGI had given the canteen on rent basis to Indian Red Cross Society (management No.1) to run the canteen in the premises of the PGI and he admitted as correct that the PGI had not given the canteen on rent to the Manager. He had admitted that agreement dated 30.06.1979 (Exhibit 'MX') mentioned that the consolidated pay of the Manager would be ` 500/- per month.

24. MW1 Sushil Kumar has produced on record the agreements dated 09.11.2009 and 09.12.2010 executed between the Secretary, Indian Red Cross Society and Shri Madan Lal Gupta (Exhibit 'M13' & 'M14'). The said agreements stipulate that Madan Lal Gupta has been selected as Manager to run the canteen outlets in the premises of PGI, Chandigarh for which he has agreed to work as Manager for running the three U.T. Red Cross Canteen outlets. The said agreement mentions that the Indian Red Cross Society shall be the Principal of the one part and Shri Madan Lal Gupta of the other part *(here-in-after called the 'Manager')* of the agreement. Clause 4 of the agreement provides that the said outlet shall run under the name & style "Chandigarh U.T. Red Cross Canteen". The said agreement also provides that the Manager shall be sole responsible to arrange the required persons to assist in running / managing of the canteen and the Manager shall be responsible for payment of wages and other benefits to the workman which may be employed by him for the purpose of running the canteen. Further, the agreement dated 09.11.2009 (Exhibit 'M13') also contains the rights / obligations of Red Cross Society, which read as under :-

> *"30. That Indian Red Cross Society, U.T. Chandigarh Branch shall provide space to run the canteen outlets. Necessary infrastructure and manpower required to run the canteen outlets shall be arranged by the Manager himself.*
>
> *31. That the Society shall at liberty to terminate the selection by giving 30 day's advance notice without assigning any reason whatsoever. In case Manager wishes to abandon and exist from agreement, he will be required to serve a 60 day's advance notice in writing to Society. In case, Manager does not give any notice before leaving, the amount of "Performance Deposit" deposited by him with the Society shall be forfeited.*
>
> *32. That the Chairman/Secretary, Indian Red Cross Society, U.T. Chandigarh*

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Branch reserves the right to terminate the term of Manager at any time, incase of any misbehavior, misconduct or non observance of any of the terms and conditions on the part of the Manager or his servants.

33. Since the above premises are on lease basis with Indian Red Cross Society, U.T. Chandigarh Branch. In case, the sanction of the said canteen outlets is withdrawn or cancelled/terminated by the PGIMER authorities, no notice of termination of selection will be given and Manager shall stand automatically relieved ....."

Similar terms & conditions find mention in the agreement Exhibit 'M14'. MW1 in his cross-examination conducted by management No.2 stated that the final authority qua the organisation, rates of food items and other activities related to the canteen were governed under Indian Red Cross Society,which was the final authority for taking decision in respect of the said canteen during the tenancy period in question. He further stated that he does not have any documentary evidence or any letter issued by management No.1 to reflect that the management No.1 had ever stated that the Manager will be responsible for any type of activities relating to the workman.

25. The workman was cross-examined by the Learned Representative for management No.2 on 19.11.2025 and he stated as under :-

".....It is correct that in the present case the facts are, I was appointed/engaged by management No.1 i.e. Indian Red Cross Society, U.T. Chandigarh in 2003 as Helper and I used to work under the supervision of the appointed Manager of the Indian Red Cross Society. It is correct that the Managers which were appointed for the management of the Canteens in PGI were changed from time to time but all the time I continued our services with management No.1 i.e. Indian Red Cross Society and I used to withdraw the salary from management No.1. It is correct that management No.1 also deducted P.F./ESI related to the Red Cross Society and the account in which the P.F./ESI deductions were deposited in the account bearing No.PB/5054/603 which relates to management No.1 i.e. Indian Red Cross Society. The receipt of deposit is already exhibited as Exhibit W-1 in IDR No.12/2016. It is correct that the Indian Red Cross Society controls the entire day to day working of the Red Cross Canteen in which I was working and the same was also supervised by the Organizing Secretary of Indian Red Cross Society. It is correct that management No.2 only works on the dictates of management No.1. It is also correct that over financial issues were always taken care by management No.1 and not by management No.2. It is correct that I was fired from my services without any notice by management No.1 and management No.2 have no role to play. It is correct that I made several requests in regard to my job to management No.1 but no personal hearing was made by management No.1. It is correct that I never made request to management No.2 for reinstatement or in regard to any type of grievance with management No.2. It is correct that till today I have only grievance with management No.1 as they had removed me from my services without giving any termination notice or any other prior notice to me. It is correct that during my tenure of job with management No.1, there were several Managers which were changed by management No.1 from time to time and the present management No.2 namely M. L. Gupta is only one of the Manager of the Red Cross Society who was also employed like us. It is also correct that in the canteen of Red Cross Society even the rates of food items will be decided by management No.1 and even

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management No.2 cannot change the cost of the food items. It is correct that I have no grievances with management No.2 nor I demanding any claim from management No.2. It is wrong to suggest that I have deposed falsely."

26. A perusal of the oral testimony of the workman reveals that he had worked at canteen at PGI complex under the supervision of appointed Manager of management No.1. No appointment order issued to the workman by the management No.2 has been produced on record to show that he was ever engaged by the Manager M. L. Gupta. Rather, it is an admission on the part of the workman that the Managers kept on changing from time to time.

27. The workman deposed that he worked up to October, 2011 and thereafter he was called by management No.1 and it was informed that the canteen was going to be closed due to renovation and they would be called back after completion of renovation. The workman has never stated that the management No.2 had informed about the closure of canteen due to renovation. It is an admission on the part of Sushil Kumar - MW1 that the PGI has given the canteen on rent basis to Indian Red Cross Society and no notice of closure of canteen was given either to the Manager or workman.

28. The entire material on record reveals that management No.2 was appointed as a Manager by management No.1 for running the canteen. There is no evidence to the effect that the workman was ever appointed by management No.2. The testimony of the workman establishes that he has no grievance with management No.2 as he during his oral testimony stated that the Manager of the canteen was also employed like them. Admittedly, the canteen was closed down on 31.08.2011 and no notice of closure of canteen was given to the Manager or the workman.

29. The testimony of the workman does not establish that his services were dispensed with by management No.2. The workman during his oral testimony had stated that the management No.2 has no role to play in firing him from services and he was not demanding any claim from management No.2.
Resultantly, the workman has no entitlement qua management No.2. Accordingly, the said issue stands decided against the workman and in favour of management No.2.

Relief

30. In view of the aforesaid findings, the industrial dispute in hand stands declined qua management No.2. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : March 23, 2026

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

NOTIFICATION

The 18th May 2026

No. 649041-HII(2)-2026/5049.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **17/2016 dated 23.03.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SUDAMA S/O SH. HOSHIAR SINGH, R/O HOUSE NO. 629, DASHMESH NAGAR, DISTRICT SAS NAGAR, PUNJAB. (WORKMAN)

AND

1. THE INDIAN RED CROSS SOCIETY, U.T. CHANDIGARH THROUGH ITS DIRECTOR / MANAGING DIRECTOR, KARUNA SADAN BUILDING, SECTOR 11 B, CHANDIGARH.
2. THE MANAGER, INIDAN RED CROSS CANTEEN, PGI, SECTOR 12, CHANDIGARH THROUGH SH MADAN LAL GUPTA S/O SURAJ BHAN GUPTA (SINCE DECEASED) THROUGH HIS LEGAL REPRESENTATIVE :-
   a) SMT. CHANDER BALA, WIFE OF LATE SH. MADAN LAL GUPTA.
   b) AMIT SINGH, SON OF SH. MADAN LAL GUPTA.
   c) ASHWANI SINGLA, SON OF SH. MADAN LAL GUPTA.

ALL RESIDENTS OF HOUSE NO. 2319, SECTOR 38-C, CHANDIGARH. (MANAGEMENT)

AWARD

1. The Hon'ble High Court of Punjab & Haryana in CM-5262-CWP-2025 in/and CWP No.19106-2020 and other connected cases vide order dated 08.04.2025 has set aside the Award dated 18.10.2019 wherein a finding was recorded that the respondent-workman is employee of petitioner-society. The case was remanded back for fresh adjudication as to whether the respondent-workman has any entitlement qua the contractor keeping in view the facts & circumstances of the case.

2. The original case file has been requisitioned from the record room.

3. The workman filed the claim statement submitting that he was engaged as Salesman in the year 1987 by management No.1 at Indian Red Cross Canteen, PGI Complex, Sector 12, Chandigarh and he worked under the supervision of the management No.2, who was Manager of management No.1. The workman worked up to October, 2011. The workman along with co-workers was called by management No.1 and they were informed that canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated with continuity of service with back wages. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. The workman was being paid salary by the management after deduction of PF and ESI and the management was depositing the PF in the PF account of the workman and at the time of termination of service, the management was paying the salary of ` 4,500/- per month after deduction of PF and ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with management No.1 and completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination. The management had terminated his services without issuing one month notice and without paying any retrenchment compensation and thereby violated Section 25F of the the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act')*. It is stated that since the management had shunted out the workman without following the provisions of

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the ID Act, which amounts to unfair labour practice and was violative of Section 25T of the ID Act. It is prayed that the workman may be reinstated with continuity of service and full back wages.

4. Management No.1 filed written statement taking preliminary objections inter alia that there was no relationship of employer-employee between answering management and workman. The PGI had given some space within the premises of the PGI, Chandigarh for running a canteen on license basis to management No.1, which was not renewed after 31.08.2011. In order to run the canteen, management No.1 engaged a Manager for running the said canteen at his own level with his own infrastructure etc. on the terms & conditions as agreed between management No.1 and the Contractor / Manager engaged from time to time. It is stated that as per agreement, the Contractor / Manager was authorised to engage any manpower at his own level and as per his own convenience with the categoric condition that such manpower would not be the employee of management No.1.

5. On merits, it is pleaded that the workman was working under management No.2. He was never in employment of the management No.1 and therefore, there was no occasion for giving any assurance for his reinstatement. Neither the workman visited the office of management No.1 at point of time nor any assurance was given to the workman by management No1. It is stated that the management No.2 was responsible to deduct the EPF from the wages of the manpower engaged by management No.2, if any, and management No.1 was not responsible for the same. It is stated that initially the Contractors / Manager did not deposit the EPF deducted by them from time to time from their employees deployed in the canteen and the EPF authorities initiated proceedings and Sandeep Garg had not deposited the due amount and the FIR was lodged against him. It is stated that since it was a case of closure of canteen, therefore the employer was under a duty to comply with the statutory requirements on such closure, if he has the resources. Since the workman was never in the employment of management No.1, therefore, there was no occasion to give any assurance for reinstatement. Moreover, the licence of the premises was not renewed by the PGI after 31.08.2011, there was no occasion for the workman to continue for work with management No.2 up to October, 2011. Remaining averments of the claim of the workman were denied and ultimately, it is prayed that the claim of the workman may be dismissed.

6. None appeared for management No.2 on 14.12.2016 and the management No.2 was proceeded against ex-parte vide order dated 14.12.2016.

7. The workman filed replication to the written statement filed by management No.1 and from the pleadings of the parties, the issues were framed by the Court on 15.09.2017. Thereafter, both the parties led their evidence and the then Presiding Officer vide Award dated 18.10.2019 allowed the industrial dispute partly and the workman was held entitled for lump sum compensation of ` 50,000/-solely and severally to be paid by management No.1.

8. The aforesaid Award was challenged by the Indian Red Cross Society (management No.1) before the Hon'ble High Court by way of Civil Writ Petition and the Hon'ble High Court vide order dated 08.04.2025 set aside the Award dated 18.10.2019.

9. The management No.2 put its appearance through its LRs in pursuance of the Orders of the Hon'ble High Court of Punjab & Haryana, Chandigarh and filed written reply to the claim statement taking preliminary objections inter alia that the claim statement filed by the workman was not maintainable; the workman failed to produce any document relating to his employment with management No.2 namely Late Shri M. L. Gupta and there was no relationship of employer-employee between management No.2 and the workman. It is further stated that the claim statement was bad for non-joinder of necessary parties.

10. On merits, it is denied that the workman ever worked under Shri M. L. Gupta. It is stated that the workman has himself stated that he was engaged by management No.1 and worked under the supervision of Manager of management No.1 i.e. management No.2 and the Managers were changed by management No.1 from time to time, as mentioned in the written statement submitted by management No.1. It is submitted that the workman worked on the instructions of management No.1 and all the assurance qua the work was given management No.1 and management No.2 has no role to play in that. It is stated that if any deductions were made by management No.1 which were deposited in the PF and ESI, the same can be verified and the workman can get the same after following due process of law. It is further stated that the written statement filed by management No.1 mentions that FIR was registered against the Manager Sandeep Garg for not

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depositing the EPF / ESI but Sandeep Garg was not made a party in the claim statement. It is stated that the workman was never the employee of the management No.2 and a prayer was made for dismissing the claim statement qua management No.2.

11. The workman did not file replication to the written statement filed by management No.2. From the pleadings of the parties, following issues arise for determination :-

1. Whether the workman has any entitlement qua contractor / management No.2, keeping in view the facts & circumstances of this case ? OPW

2. Relief.

12. Thereafter the parties were called upon to produce their respective evidence.

13. The workman stepped into the witness box as AW1 and he was duly cross-examined by management No.2 and thereafter Learned Representative for the workman closed the evidence on behalf of the workman.

14. Mr. Sushil Kumar, Indian Red Cross Society appeared as MW1. The management No.2 examined Shri Ashwani Singla as MW2 and thereafter, closed the evidence on behalf of management No2. The Representative for management No.1 suffered a statement that management No.1 does not want to produce any evidence or to cross-examine any witness in view of the judgment dated 08.04.2025 passed by the Hon'ble High Court in Civil Writ Petition filed by management No.1 against the Award dated 18.10.2019 passed by the Tribunal/Court.Learned Representative for management No.2 submitted that he does not want cross-examine MW1 and the cross-examination of MW1 conducted by him in connected i.e. IDR No.22/2016 may be read as cross-examination in the present case.

15. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No.1

16. The workman was required to prove the said issue.

17. The workman vide his affidavit Exhibit 'AW1/A' tendered on 29.07.2019 stated that he was engaged as Salesman in the year 1987 by management No.1 and he worked under the supervision of management No.2, who was the Manager of management No.1. He stated that he worked up to October, 2011 and thereafter, he along with others was called by management No.1 and they were informed that the canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated along with others. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. At the time of termination, management No.1 was paying the salary of ` 4,500/- per month after deduction of PF and ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with management No.1 and has completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination and management No.1 has violated Section 25F of the ID Act. He deposed that he was unemployed from the date of termination of his services. He worked from the date of joining with management No.1 under the supervision of various managers till impugned termination who were engaged and disengaged by the management after some years and at the time of the impugned termination the management No.2 was the Manager.

18. MW1 Sushil Kumar vide his affidavit Exhibit 'MW1/A' tendered on 30.09.2019 deposed that the PGI has given three locations in its premises for running canteen on rent basis and it was decided to give the premises to some persons on licence fee basis and such person was named as Manager of the Canteen on the terms & conditions agreed between the Manager and management No.1. He tendered in evidence documents Exhibit 'M1' to Exhibit 'M14'. He deposed that the manpower was engaged by the Manager at his own level and the liability of EPF and ESI was that of the Manager. The management No.1 has never terminated the services of the workman. The canteen was closed on 31.08.2011 and therefore, the provision of Section 25F

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of the ID Act qua management No.2 would have no application. He deposed that the reference qua the management No.1 is liable to be rejected.

19. MW2 Ashwani Singla S/o Late Shri M. L. Gupta vide his affidavit Exhibit 'MW2/A' deposed that the petition filed by the workman was not maintainable as the workman failed to produce any document relating to his employment with Late Shri M. L. Gupta. He deposed that the workman stated that he had worked up to October, 2011 and there was no dispute till October, 2011 regarding his wages and thereafter the workman was called by management No.1 i.e. Indian Red Cross Society and official of the Society informed the workman that they closed the canteen for renovation and they would again hire them after renovation. He submitted that management No.1 in its written statement submitted in the year 2016 stated that it had engaged Madan Lal Gupta (since deceased) as their Manager for the period from 01.11.2009 to 31.08.2011 and after 31.08.2011, the canteen was handed over to PGI, which shows that the story projected by the workman in para No.2 qua their wages and renovation etc. is vague in nature. Management No.2 had nothing to do with the dispute between the workman and Indian Red Cross Society. He deposed that the claim of the workman was only based upon the EPF slip already exhibited before this Court on 29.07.2019 as Exhibit 'W1' and the said document clearly shows the workman?s relation as employer with management No.1 and, as such, management No.1 was liable to pay the deduction made at that time. Further, slip of EPF deduction related to the year 2008-09 and during that time, as per written statement on record, the canteen was under the managership of Sandeep Garg and not under deceased Madan Lal Gupta, as such, the claim of the workman deserves to be dismissed. He deposed that Madan Lal Gupta never appointed the workman or the workman ever worked for management No.2. There was no relationship of employer-employee between management No.2 and workman. He deposed that the claim petition deserves to be dismissed on the ground of non-joinder of necessary parties. He deposed that the management No.2 worked under the supervision of management No.1 and the agreement between management No.1 & 2 dated 09.11.2009 and 09.12.2010 itself speaks that there was no responsibility or liability of any of legal heirs in case of death of Manager in respect of his tenure as Manager in the Red Cross Canteen. He deposed that he being the son of Late M. L. Gupta does not have much knowledge about the present issue except that the workman was working for management No.1 and not for management No.2.

20. Learned Representative for the workman submitted that the workman has worked in the canteen w.e.f. year 1987 till October, 2011 and it was told to him that the canteen would remain closed for renovation and he would be called back after completion of renovation and he submitted that in the month of August, 2012 he was refused to join the duties. He further argued that the canteen was closed and the workman has been suffering on the said account.

21. Learned Representative for the management No.1 submitted that the workman was never appointed by management No.1 and the Hon'ble High Court vide order dated 08.04.2025 has held that the workman is not the employee of the Red Cross Society.

22. The Learned Representative for management No.2 submitted that M. L. Gupta was selected as Manager by the Indian Red Cross Society to run the canteen in PGI complex. He argued that there was no relationship of employer & employee between the management No.2 and workman. He submitted that the workman was disengaged due to closure of canteen in August, 2011 for which the Manager of the canteen cannot be made responsible.

23. It transpires from the record that the workman in his pleadings as well as in his affidavit (Exhibit 'AW1/A') tendered in his examination in chief stated that he was engaged by management No.1 as Salesman at Red Cross Canteen at PGI complex, Chandigarh and he worked under the supervision of management No.2 who was the Manager of management No.1. MW1 Sushil Kumar in his oral testimony stated that Madan Lal Gupta was appointed as a Manager with a period of contract running w.e.f. 01.11.2009 to 31.08.2011. During his cross-examination, he stated that the PGI had given the canteen on rent basis to Indian Red Cross Society (management No.1) to run the canteen in the premises of the PGI and he admitted as correct that the PGI had not given the canteen on rent to the Manager. He had admitted that agreement dated 30.06.1979 (Exhibit 'MX') mentioned that the consolidated pay of the Manager would be ` 500/- per month.

24. MW1 Sushil Kumar has produced on record the agreements dated 09.11.2009 and 09.12.2010 executed between the Secretary, Indian Red Cross Society and Shri Madan Lal Gupta (Exhibit 'M13' &

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'M14'). The said agreements stipulate that Madan Lal Gupta has been selected as Manager to run the canteen outlets in the premises of PGI, Chandigarh for which he has agreed to work as Manager for running the three U.T. Red Cross Canteen outlets. The said agreement mentions that the Indian Red Cross Society shall be the Principal of the one part and Shri Madan Lal Gupta of the other part *(here-in-after called the 'Manager')* of the agreement. Clause 4 of the agreement provides that the said outlet shall run under the name & style "Chandigarh U.T. Red Cross Canteen". The said agreement also provides that the Manager shall be sole responsible to arrange the required persons to assist in running / managing of the canteen and the Manager shall be responsible for payment of wages and other benefits to the workman which may be employed by him for the purpose of running the canteen. Further, the agreement dated 09.11.2009 (Exhibit 'M13') also contains the rights / obligations of Red Cross Society, which read as under :-

> *"30. That Indian Red Cross Society, U.T. Chandigarh Branch shall provide space to run the canteen outlets. Necessary infrastructure and manpower required to run the canteen outlets shall be arranged by the Manager himself.*
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> *31. That the Society shall at liberty to terminate the selection by giving 30 day's advance notice without assigning any reason whatsoever. In case Manager wishes to abandon and exist from agreement, he will be required to serve a 60 day's advance notice in writing to Society. In case, Manager does not give any notice before leaving, the amount of "Performance Deposit" deposited by him with the Society shall be forfeited.*
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> *32. That the Chairman/Secretary, Indian Red Cross Society, U.T. Chandigarh Branch reserves the right to terminate the term of Manager at any time, incase of any misbehavior, misconduct or non observance of any of the terms and conditions on the part of the Manager or his servants.*
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> *33. Since the above premises are on lease basis with Indian Red Cross Society, U.T. Chandigarh Branch. In case, the sanction of the said canteen outlets is withdrawn or cancelled/terminated by the PGIMER authorities, no notice of termination of selection will be given and Manager shall stand automatically relieved ....."*

Similar terms & conditions find mention in the agreement Exhibit 'M14'. MW1 in his cross-examination conducted by management No.in connected IDR No.22/2016 statedthat the final authority qua the organisation, rates of food items and other activities related to the canteen were governed under Indian Red Cross Society,which was the final authority for taking decision in respect of the said canteen during the tenancy period in question. He further stated that he does not have any documentary evidence or any letter issued by management No.1 to reflect that the management No.1 had ever stated that the Manager will be responsible for any type of activities relating to the workman.

25. The workman was cross-examined by the Learned Representative for management No.2 on 27.11.2025 and he stated as under :-

> *".....It is correct that in the present case the facts are, I was appointed/engaged by management No.1 i.e. Indian Red Cross Society, U.T. Chandigarh in 1987 as Salesman and I used to work under the supervision of the appointed Manager of the Indian Red Cross Society. It is correct that the Managers which were appointed for the management of the Canteens in PGI were changed from time to time but all the time I continued our services with management No.1 i.e. Indian Red Cross Society and I used to withdraw the salary from management No.1. It is correct that management No.1 also deducted P.F./ESI related to the Red Cross Society and the account in which the P.F./ESI deductions were deposited in the account bearing No.PB/5054/603 which relates to management No.1 i.e. Indian Red Cross Society. The receipt of deposit is already exhibited as Exhibit W-1 in IDR No.12/2016. It is correct that the Indian Red Cross Society controls the entire day to day working of the Red Cross Canteen in which I was working and the same was*

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also supervised by the Organizing Secretary of Indian Red Cross Society. It is correct that management No.2 only works on the dictates of management No.1. It is also correct that over financial issues were always taken care by management No.1 and not by management No.2. It is correct that I was fired from my services without any notice by management No.1 and management No.2 have no role to play. It is correct that I made several requests in regard to my job to management No.1 but no personal hearing was made by management No.1. It is correct that I never made request to management No.2 for reinstatement or in regard to any type of grievance with management No.2. It is correct that till today I have only grievance with management No.1 as they had removed me from my services without giving any termination notice or any other prior notice to me. It is correct that during my tenure of job with management No.1, there were several Managers which were changed by management No.1 from time to time and the present management No.2 namely M. L. Gupta is only one of the Manager of the Red Cross Society who was also employed like us. It is also correct that in the canteen of Red Cross Society even the rates of food items will be decided by management No.1 and even management No.2 cannot change the cost of the food items. It is correct that I have no grievances with management No.2 nor I demanding any claim from management No.2. It is wrong to suggest that I have deposed falsely."

26. A perusal of the oral testimony of the workman reveals that he had worked at canteen at PGI complex under the supervision of appointed Manager of management No.1. No appointment order issued to the workman by the management No.2 has been produced on record to show that he was ever engaged by the Manager M. L. Gupta. Rather, it is an admission on the part of the workman that the Managers kept on changing from time to time.

27. The workman deposed that he worked up to October, 2011 and thereafter he was called by management No.1 and it was informed that the canteen was going to be closed due to renovation and they would be called back after completion of renovation. The workman has never stated that the management No.2 had informed about the closure of canteen due to renovation. It is an admission on the part of Sushil Kumar - MW1 that the PGI has given the canteen on rent basis to Indian Red Cross Society and no notice of closure of canteen was given either to the Manager or workman.

28. The entire material on record reveals that management No.2 was appointed as a Manager by management No.1 for running the canteen. There is no evidence to the effect that the workman was ever appointed by management No.2. The testimony of the workman establishes that he has no grievance with management No.2 as he during his oral testimony stated that the Manager of the canteen was also employed like them. Admittedly, the canteen was closed down on 31.08.2011 and no notice of closure of canteen was given to the Manager or the workman.

29. The testimony of the workman does not establish that his services were dispensed with by management No.2. The workman during his oral testimony had stated that the management No.2 has no role to play in firing him from services and he was not demanding any claim from management No.2.
Resultantly, the workman has no entitlement qua management No.2. Accordingly, the said issue stands decided against the workman and in favour of management No.2.

Relief

30. In view of the aforesaid findings, the industrial dispute in hand stands declined qua management No.2. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : March 23, 2026

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

NOTIFICATION

The 18th May 2026

No. 649026-HII(2)-2026/5039.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **19/2016 dated 23.03.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SUNIL KUMAR S/O SH. GUDDU, R/O HOUSE NO. 438, DASHMESH NAGAR, NAYA GOAN, DISTRICT SAS NAGAR, PUNJAB. (WORKMAN)

AND

1. THE INDIAN RED CROSS SOCIETY, U.T. CHANDIGARH THROUGH ITS DIRECTOR / MANAGING DIRECTOR, KARUNA SADAN BUILDING, SECTOR 11 B, CHANDIGARH.
2. THE MANAGER, INIDAN RED CROSS CANTEEN, PGI, SECTOR 12, CHANDIGARH THROUGH SH MADAN LAL GUPTA S/O SURAJ BHAN GUPTA (SINCE DECEASED) THROUGH HIS LEGAL REPRESENTATIVE :-
   a) SMT. CHANDER BALA, WIFE OF LATE SH. MADAN LAL GUPTA.
   b) AMIT SINGH, SON OF SH. MADAN LAL GUPTA.
   c) ASHWANI SINGLA, SON OF SH. MADAN LAL GUPTA.

ALL RESIDENTS OF HOUSE NO. 2319, SECTOR 38-C, CHANDIGARH. (MANAGEMENT)

AWARD

1. The Hon'ble High Court of Punjab & Haryana in CM-5262-CWP-2025 in/and CWP No.19106-2020 and other connected cases vide order dated 08.04.2025 has set aside the Award dated 18.10.2019 wherein a finding was recorded that the respondent-workman is employee of petitioner-society. The case was remanded back for fresh adjudication as to whether the respondent-workman has any entitlement qua the contractor keeping in view the facts & circumstances of the case.

2. The original case file has been requisitioned from the record room.

3. The workman filed the claim statement submitting that he was engaged as Helper in the year 2003 by management No.1 at Indian Red Cross Canteen, PGI Complex, Sector 12, Chandigarh and he worked under the supervision of the management No.2, who was Manager of management No.1. The workman worked up to October, 2011. The workman along with co-workers was called by management No.1 and they were informed that canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated with continuity of service with back wages. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. The workman was being paid salary by the management after deduction of PF and ESI and the management was depositing the PF in the PF account of the workman and at the time of termination of service, the management was paying the salary of ` 4,000/- per month after deduction of PF and ESI and the salary paid to the workman was less than the minimum wages. The workman had

continuously worked with management No.1 and completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination. The management had terminated his services without issuing one month notice and without paying any retrenchment compensation and thereby violated Section 25F of the the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act')*. It is stated that since the management had shunted out the workman without following the provisions of the ID Act, which amounts to unfair labour practice and was violative of Section 25T of the ID Act. It is prayed that the workman may be reinstated with continuity of service and full back wages.

4. Management No.1 filed written statement taking preliminary objections inter alia that there was no relationship of employer-employee between answering management and workman. The PGI had given some space within the premises of the PGI, Chandigarh for running a canteen on license basis to management No.1, which was not renewed after 31.08.2011. In order to run the canteen, management No.1 engaged a Manager for running the said canteen at his own level with his own infrastructure etc. on the terms & conditions as agreed between management No.1 and the Contractor / Manager engaged from time to time. It is stated that as per agreement, the Contractor / Manager was authorised to engage any manpower at his own level and as per his own convenience with the categoric condition that such manpower would not be the employee of management No.1.

5. On merits, it is pleaded that the workman was working under management No.2. He was never in employment of the management No.1 and therefore, there was no occasion for giving any assurance for his reinstatement. Neither the workman visited the office of management No.1 at point of time nor any assurance was given to the workman by management No1. It is stated that the management No.2 was responsible to deduct the EPF from the wages of the manpower engaged by management No.2, if any, and management No.1 was not responsible for the same. It is stated that initially the Contractors / Manager did not deposit the EPF deducted by them from time to time from their employees deployed in the canteen and the EPF authorities initiated proceedings and Sandeep Garg had not deposited the due amount and the FIR was lodged against him. It is stated that since it was a case of closure of canteen, therefore the employer was under a duty to comply with the statutory requirements on such closure, if he has the resources. Since the workman was never in the employment of management No.1, therefore, there was no occasion to give any assurance for reinstatement. Moreover, the licence of the premises was not renewed by the PGI after 31.08.2011, there was no occasion for the workman to continue for work with management No.2 up to October, 2011. Remaining averments of the claim of the workman were denied and ultimately, it is prayed that the claim of the workman may be dismissed.

6. None appeared for management No.2 on 14.12.2016 and the management No.2 was proceeded against ex-parte vide order dated 14.12.2016.

7. The workman filed replication to the written statement filed by management No.1 and from the pleadings of the parties, the issues were framed by the Court on 15.09.2017. Thereafter, both the parties led their evidence and the then Presiding Officer vide Award dated 18.10.2019 allowed the industrial dispute partly and the workman was held entitled for lump sum compensation of ` 50,000/-solely and severally to be paid by management No.1.

8. The aforesaid Award was challenged by the Indian Red Cross Society (management No.1) before the Hon'ble High Court by way of Civil Writ Petition and the Hon'ble High Court vide order dated 08.04.2025 set aside the Award dated 18.10.2019.

9. The management No.2 put its appearance through its LRs in pursuance of the Orders of the Hon'ble High Court of Punjab & Haryana, Chandigarh and filed written reply to the claim statement taking preliminary objections inter alia that the claim statement filed by the workman was not maintainable; the workman failed to produce any document relating to his employment with management No.2 namely Late Shri

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M. L. Gupta and there was no relationship of employer-employee between management No.2 and the workman. It is further stated that the claim statement was bad for non-joinder of necessary parties.

10. On merits, it is denied that the workman ever worked under Shri M. L. Gupta. It is stated that the workman has himself stated that he was engaged by management No.1 and worked under the supervision of Manager of management No.1 i.e. management No.2 and the Managers were changed by management No.1 from time to time, as mentioned in the written statement submitted by management No.1. It is submitted that the workman worked on the instructions of management No.1 and all the assurance qua the work was given management No.1 and management No.2 has no role to play in that. It is stated that if any deductions were made by management No.1 which were deposited in the PF and ESI, the same can be verified and the workman can get the same after following due process of law. It is further stated that the written statement filed by management No.1 mentions that FIR was registered against the Manager Sandeep Garg for not depositing the EPF / ESI but Sandeep Garg was not made a party in the claim statement. It is stated that the workman was never the employee of the management No.2 and a prayer was made for dismissing the claim statement qua management No.2.

11. The workman did not file replication to the written statement filed by management No.2. From the pleadings of the parties, following issues arise for determination :-

1. Whether the workman has any entitlement qua contractor / management No.2, keeping in view the facts & circumstances of this case ? OPW

2. Relief.

12. Thereafter the parties were called upon to produce their respective evidence.

13. The workman stepped into the witness box as AW1 and he was duly cross-examined by management No.2 and thereafter Learned Representative for the workman closed the evidence on behalf of the workman.

14. Mr. Sushil Kumar, Indian Red Cross Society appeared as MW1. The management No.2 examined Shri Ashwani Singla as MW2 and thereafter, closed the evidence on behalf of management No2. The Representative for management No.1 suffered a statement that management No.1 does not want to produce any evidence or to cross-examine any witness in view of the judgment dated 08.04.2025 passed by the Hon'ble High Court in Civil Writ Petition filed by management No.1 against the Award dated 18.10.2019 passed by the Tribunal/Court.

15. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No.1

16. The workman was required to prove the said issue.

17. The workman vide his affidavit Exhibit 'AW1/A' tendered on 29.07.2019 stated that he was engaged as Helper in the year 2003 by management No.1 and he worked under the supervision of management No.2, who was the Manager of management No.1. He stated that he worked up to October, 2011 and thereafter, he along with others was called by management No.1 and they were informed that the canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated along with others. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. At the time of termination, management No.1 was paying the salary of ` 4,000/- per month after deduction of PF and ESI and the salary paid to the workman

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was less than the minimum wages. The workman had continuously worked with management No.1 and has completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination and management No.1 has violated Section 25F of the ID Act. He deposed that he was unemployed from the date of termination of his services. He worked from the date of joining with management No.1 under the supervision of various managers till impugned termination who were engaged and disengaged by the management after some years and at the time of the impugned termination the management No.2 was the Manager.

18. MW1 Sushil Kumar vide his affidavit Exhibit 'MW1/A' tendered on 30.09.2019 deposed that the PGI has given three locations in its premises for running canteen on rent basis and it was decided to give the premises to some persons on licence fee basis and such person was named as Manager of the Canteen on the terms & conditions agreed between the Manager and management No.1. He tendered in evidence documents Exhibit 'M1' to Exhibit 'M15'. He deposed that the manpower was engaged by the Manager at his own level and the liability of EPF and ESI was that of the Manager. The management No.1 has never terminated the services of the workman. The canteen was closed on 31.08.2011 and therefore, the provision of Section 25F of the ID Act qua management No.2 would have no application. He deposed that the reference qua the management No.1 is liable to be rejected.

19. MW2 Ashwani Singla S/o Late Shri M. L. Gupta vide his affidavit Exhibit 'MW2/A' deposed that the petition filed by the workman was not maintainable as the workman failed to produce any document relating to his employment with Late Shri M. L. Gupta. He deposed that the workman stated that he had worked up to October, 2011 and there was no dispute till October, 2011 regarding his wages and thereafter the workman was called by management No.1 i.e. Indian Red Cross Society and official of the Society informed the workman that they closed the canteen for renovation and they would again hire them after renovation. He submitted that management No.1 in its written statement submitted in the year 2016 stated that it had engaged Madan Lal Gupta (since deceased) as their Manager for the period from 01.11.2009 to 31.08.2011 and after 31.08.2011, the canteen was handed over to PGI, which shows that the story projected by the workman in para No.2 qua their wages and renovation etc. is vague in nature. Management No.2 had nothing to do with the dispute between the workman and Indian Red Cross Society. He deposed that the claim of the workman was only based upon the EPF slip already exhibited before this Court on 29.07.2019 as Exhibit 'W1' and the said document clearly shows the workman's relation as employer with management No.1 and, as such, management No.1 was liable to pay the deduction made at that time. Further, slip of EPF deduction related to the year 2008-09 and during that time, as per written statement on record, the canteen was under the managership of Sandeep Garg and not under deceased Madan Lal Gupta, as such, the claim of the workman deserves to be dismissed. He deposed that Madan Lal Gupta never appointed the workman or the workman ever worked for management No.2. There was no relationship of employer-employee between management No.2 and workman. He deposed that the claim petition deserves to be dismissed on the ground of non-joinder of necessary parties. He deposed that the management No.2 worked under the supervision of management No.1 and the agreement between management No.1 & 2 dated 09.11.2009 and 09.12.2010 itself speaks that there was no responsibility or liability of any of legal heirs in case of death of Manager in respect of his tenure as Manager in the Red Cross Canteen. He deposed that he being the son of Late M. L. Gupta does not have much knowledge about the present issue except that the workman was working for management No.1 and not for management No.2.

20. Learned Representative for the workman submitted that the workman has worked in the canteen w.e.f. year 2003 till October, 2011 and it was told to him that the canteen would remain closed for renovation and he would be called back after completion of renovation and he submitted that in the month of August, 2012 he was refused to join the duties. He further argued that the canteen was closed and the workman has been suffering on the said account.

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23. It transpires from the record that the workman in his pleadings as well as in his affidavit (Exhibit 'AW1/A') tendered in his examination in chief stated that he was engaged by management No.1 as Helper at Red Cross Canteen at PGI complex, Chandigarh and he worked under the supervision of management No.2 who was the Manager of management No.1. MW1 Sushil Kumar in his oral testimony stated that Madan Lal Gupta was appointed as a Manager with a period of contract running w.e.f. 01.11.2009 to 31.08.2011. During his cross-examination, he stated that the PGI had given the canteen on rent basis to Indian Red Cross Society (management No.1) to run the canteen in the premises of the PGI and he admitted as correct that the PGI had not given the canteen on rent to the Manager. He had admitted that agreement dated 30.06.1979 (Exhibit 'MX') mentioned that the consolidated pay of the Manager would be ` 500/- per month.

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> *31. That the Society shall at liberty to terminate the selection by giving 30 day's advance notice without assigning any reason whatsoever. In case Manager wishes to abandon and exist from agreement, he will be required to serve a 60 day's advance notice in writing to Society. In case, Manager does not give any notice before leaving, the amount of "Performance Deposit" deposited by him with the Society shall be forfeited.*
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> *32. That the Chairman/Secretary, Indian Red Cross Society, U.T. Chandigarh Branch reserves the right to terminate the term of Manager at any time, incase of any misbehavior, misconduct or non observance of any of the terms and conditions on the part of the Manager or his servants.*
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> *33. Since the above premises are on lease basis with Indian Red Cross Society, U.T. Chandigarh Branch. In case, the sanction of the said canteen outlets is withdrawn or cancelled/terminated by the PGIMER authorities, no notice of*

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termination of selection will be given and Manager shall stand automatically relieved ....."

Similar terms & conditions find mention in the agreement Exhibit 'M15'. MW1 in his cross-examination conducted by management No.2 stated that the final authority qua the organisation, rates of food items and other activities related to the canteen were governed under Indian Red Cross Society,which was the final authority for taking decision in respect of the said canteen during the tenancy period in question. He further stated that he does not have any documentary evidence or any letter issued by management No.1 to reflect that the management No.1 had ever stated that the Manager will be responsible for any type of activities relating to the workman.

25. The workman was cross-examined by the Learned Representative for management No.2 on 19.11.2025 and he stated as under :-

".....It is correct that in the present case the facts are, I was appointed/engaged by management No.1 i.e. Indian Red Cross Society, U.T. Chandigarh in 2003 as Helper and I used to work under the supervision of the appointed Manager of the Indian Red Cross Society. It is correct that the Managers which were appointed for the management of the Canteens in PGI were changed from time to time but all the time I continued our services with management No.1 i.e. Indian Red Cross Society and I used to withdraw the salary from management No.1. It is correct that management No.1 also deducted P.F./ESI related to the Red Cross Society and the account in which the P.F./ESI deductions were deposited in the account bearing No.PB/5054/603 which relates to management No.1 i.e. Indian Red Cross Society. The receipt of deposit is already exhibited as Exhibit W-1 in IDR No.12/2016. It is correct that the Indian Red Cross Society controls the entire day to day working of the Red Cross Canteen in which I was working and the same was also supervised by the Organizing Secretary of Indian Red Cross Society. It is correct that management No.2 only works on the dictates of management No.1. It is also correct that over financial issues were always taken care by management No.1 and not by management No.2. It is correct that I was fired from my services without any notice by management No.1 and management No.2 have no role to play. It is correct that I made several requests in regard to my job to management No.1 but no personal hearing was made by management No.1. It is correct that I never made request to management No.2 for reinstatement or in regard to any type of grievance with management No.2. It is correct that till today I have only grievance with management No.1 as they had removed me from my services without giving any termination notice or any other prior notice to me. It is correct that during my tenure of job with management No.1, there were several Managers which were changed by management No.1 from time to time and the present management No.2 namely M. L. Gupta is only one of the Manager of the Red Cross Society who was also employed like us. It is also correct that in the canteen of Red Cross Society even the rates of food items will be decided by management No.1 and even management No.2 cannot change the cost of the food items. It is correct that I have no grievances with management No.2 nor I demanding any claim from management No.2. It is wrong to suggest that I have deposed falsely."

26. A perusal of the oral testimony of the workman reveals that he had worked at canteen at PGI complex under the supervision of appointed Manager of management No.1. No appointment order issued to the workman by the management No.2 has been produced on record to show that he was ever engaged by the

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Manager M. L. Gupta. Rather, it is an admission on the part of the workman that the Managers kept on changing from time to time.

27. The workman deposed that he worked up to October, 2011 and thereafter he was called by management No.1 and it was informed that the canteen was going to be closed due to renovation and they would be called back after completion of renovation. The workman has never stated that the management No.2 had informed about the closure of canteen due to renovation. It is an admission on the part of Sushil Kumar - MW1 that the PGI has given the canteen on rent basis to Indian Red Cross Society and no notice of closure of canteen was given either to the Manager or workman.

28. The entire material on record reveals that management No.2 was appointed as a Manager by management No.1 for running the canteen. There is no evidence to the effect that the workman was ever appointed by management No.2. The testimony of the workman establishes that he has no grievance with management No.2 as he during his oral testimony stated that the Manager of the canteen was also employed like them. Admittedly, the canteen was closed down on 31.08.2011 and no notice of closure of canteen was given to the Manager or the workman.

29. The testimony of the workman does not establish that his services were dispensed with by management No.2. The workman during his oral testimony had stated that the management No.2 has no role to play in firing him from services and he was not demanding any claim from management No.2.
Resultantly, the workman has no entitlement qua management No.2. Accordingly, the said issue stands decided against the workman and in favour of management No.2.

Relief

30. In view of the aforesaid findings, the industrial dispute in hand stands declined qua management No.2. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : March 23, 2026

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

Secretary Labour,
Chandigarh Administration.

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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT
(DISTRICT ADMINISTRATION AND REVENUE BRANCH)

Notification

The 9th June, 2026

No. E-663429-HIII(5)/2026/4929.—In exercise of the powers conferred by the provision of Section 43 of the Punjab Agricultural Produce Market Act, 1961(Punjab Act 23 of 1961) and all the powers enabling him in this behalf, the Administrator of Union Territory, Chandigarh, is pleased to amend the Punjab Agricultural Produce Market (General) Rules, 1962, as applicable to Union Territory of Chandigarh, as amended from time to time, namely :-

RULES

1. These rules may be called the Punjab Agricultural Produce Market (General) (Second Amendment) Rules, 2026, as applicable to Union Territory of Chandigarh.

2. In the Punjab Agricultural Produce Market (General) Rules, 1962, as applicable to U.T. Chandigarh, as amended from time to time (hereinafter referred to as the said rules):

(i) In rule 17, for sub-rule(1) sub-rule(2), sub-rule(3),sub-rule(4) and sub-rule (7), the following sub-rules shall be substituted, namely :-

*"(**1**) A person desirous of obtaining a licence under Section 10 of the Act, for carrying on any business of the nature specified in sub-section (3) of section 6, in a notified area, shall apply in Form A (to be submitted in duplicate) to the Secretary of the Board or any officer authorized by him, through the Committee of the area in which he wishes to carry on his business and shall also deposit license fee of rupees one thousand, per year or any part thereof, to the committee. The license issued shall be valid for a maximum period of ten years in a notified market area:*

Provided that the applicant while applying shall furnish Know Your Client (KYC) documents like (a) Adhaar card, (b) PAN Card, (c) Bank authentication. In case of partnership firm, the KYC of all the partners or directors shall be mandatory:

Provided further that the provisions of Know Your Client (KYC) documents shall not apply in the case of Government purchase agency notified by the Government from time to time.

*(**2**) While submitting an application for a license under section 10 of the Act, the applicant shall specify the period for which he wants to obtain a license.*

*(**3**) If any person, who is not licensee, carries on his business as a dealer in a notified market area on the date of issue of notification under sub-section(1) of section 6 and fails to apply for a licence on or before the date specified therein for obtaining licence, the licensing authority may, before a licence is issued, imposed upon the applicant, a penalty according to the following scale :-*

(i) if the application is made by him within thirty days of the date specified in the notification-one hundred rupee per day;

(ii) if the application is made after the expiry of thirty days of the date specified in the notification, but within a period of forty days of such expiry-one hundred rupee per day for the first thirty days and rupees two hundred per day for each day thereafter.

*(**4**) Unless otherwise provided in the licence, each licence issued under the Act shall expire on the 31st day of March, in the financial year upto which it is granted keeping in view the total number of years as per request of the applicant.*

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Explanation :-

If a licence is issued on the 1st day of April, 2026 or any other day before the 31st day of March, 2027 and is issued for five years, it shall expire on the 31st day of March, 2031.

*(**7**) On receipt of the application, the Secretary of the Board or any officer authorized by him may grant a licence to the applicant in Form B. The licence shall be subject to the conditions mentioned therein."*

(ii) In rule 21, for sub-rule(1) , sub-rule(3) and sub-rule(6), the following sub-rules shall be substituted, namely :-

"(***1***) A *licence granted under section 10 or 13 of the Act shall be valid for the period for which it is issued and shall, subject to any order passed under section 10(2) of the Act or rule 19(5) be renewable by the authority granting it, on payment of the annual fee prescribed for the issue of such licence. Renewal application shall be made in Form F for licences under section 10 and in Form G for those under section 13.*

Provided that the license granted under section 10 shall deemed to be cancelled if the licensee does not conduct any business for one year continuously.

(3) *An application for the renewal of license shall be made at least thirty days before the date on which the license is due to expire:*

Provided that 30 days period of grace will be allowed for getting an annual license renewal.

Provided further that the authority competent to renew a license may, on the applicant's paying a penalty equal to the amount of annual license fee, grant an application for renewal made within thirty days after the date of expiry of the license or in the case of an annual license with in thirty days of the expiry of the period of grace. The authority competent to renew a license may remit the penalty in whole or in part if it is satisfied that the delay was for the reasons beyond the control of the applicant.

Provided further that no licence shall be renewed for a part of the year.

Provided further that the authority competent to renew the license shall decide for the renewal within 30 days from the receipt of the application, failing which the license shall deemed to be renewed for which it is applied for.

(6) *If a license granted under section 10 or 13 of the Act, or renewed under Sub-rule (1) above is lost, a duplicate may be issued by the authority which issued the original, on payment by the license of a fee of one hundred rupees*"

Chandigarh, dated
the 04th June, 2026

(By order and on behalf of the
Administrator, U.T. Chandigarh)

D. KARTHIKEYAN, IAS
Secretary Agriculture,
Chandigarh Administration.

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CHANDIGARH ADMINISTRATION
(LOCAL GOVERNMENT & URBAN DEVELOPMENT)

Notification

The 10th June, 2026

No.E-602853/FII(9)/2026/5665.—In pursuance of letter no. 586377-IH(7)-2026/538 dated 15.01.2026 issued by the Department of Personnel, Chandigarh Administration read with D.O letter No. 45023/33/2022-PP(I) dated 25.03.2025 issued by Hon'ble Home and Cooperation Minister Government of India, New Delhi, the Administrator, Union Territory is pleased to grant 20% Horizontal Reservation to Ex-Agniveers of Chandigarh in Direct Recruitment posts of Fireman in Fire & Rescue Services for offering slew of support measures to accommodate Ex-Agniveers in Municipal Corporation Chandigarh after completion of their Four years of engagement with the Armed Forces subject to the following conditions :-

(1) Four (04) years age relaxation above the prescribed upper age limit in the relevant/applicable Recruitment Rules.

(2) In case of non-availability of suitable Ex-Agniveer, the respective posts may be filled up from amongst suitable candidate of the respective category.

By order and in the name
of the Administrator, UT Chandigarh

MANDIP SINGH BRAR, IAS
Secretary Local Government,
Chandigarh Administration.

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CHANGE OF NAME

I, Neeraj Devi W/o Anil Kumar R/o H. No. 3205, Sector 15-D, Chandigarh, changed my name to Niraj Davi.

[1671-1]

I, Sukhvinder Singh S/o S/o Gurdial Singh R/o H. No. 3286/1, Sector 40-D, Chandigarh, changed my name to Sukhvinder Singh Sandhu.

[1672-1]

I, Gulshan W/o Gulam Mohammad R/o House No. 1055, Sector 29-B, Chandigarh-160030, I have changed my name from Gulshan to Gulshan Begum.

[1673-1]

I, Himanshu S/o Ajay Kumar, House No. 209, Phase-2, Ramdarbar Colony, Chandigarh, have changed my name from Himanshu to Himanshu Shrivastava.

[1674-1]

I, Sawita w/o Parmod Kumar, House No. 177-C, Small Flats, Dhanas Chandigarh, have changed my name from Sunita to Sawita.

[1675-1]

I, Nigar W/o Sh. Saleem Khan, R/o # House No. 1490/2, Sector 30-B, Chandigarh. That I have changed my name from Nigar to Nigar Fatima.

[1676-1]

I, Moh Salim Khan S/o Sh. Idrish R/o # House No. 1490/2, Sector 30-B, Chandigarh. That I have changed my name from Moh Salim Khan to Saleem Khan

[1677-1]

I, Nandini Soni D/o Inder Jeet, House No. 57-C, Village Raipur khurd, Post office Behlana, Chandigarh, have changed my name from Nandini Soni to Nandini Thakur.

[1678-1]

I, Prathma Devi Jamwal W/o Anup Kumar, House No. 2631, Sector 28-C, Industrial Area, Chandigarh, have changed my name to Prathma Devi.

[1679-1]

I, Indre Kant Jha, Son of Mahesh Kant Jha, R/o H. No. 7, Makhan Majra Road, Goyal Grocery Store, Makhan Majra, Dariya Chandigarh, have changed my name from Indre Kant Jha to Inder Kant Jha.

[1680-1]

I, Jasbir Kaur W/o Nirmal Singh, House No. 1213, Sector 39-B, Chandigarh, have changed my name to Jasvir Kaur.

[1681-1]

I, Sandeep Kumar S/o Ramdiya, r/o # 16/314 Talwar complex Village Sarangpur UT Chandigarh Pincode-160014, have changed my minor daughter naem from Ishika to Ishika Singh Moun.

[1682-1]

I, Sapna W/o Anil Kumar Vagray, House No. 88, Sidhu Complex, Village Sarangpur, Sector 14, Chandigarh, have changed my name to Sapna Vagray.

[1683-1]

I, Ram Rahis s/o Ram Prshad R/o House No. 325, Mauli Jagran, Chandigarh, have changed the name of my minor daughter from Palak to Vaijayanti.

[1684-1]

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I, Subhash Chander S/o Ram Chand, House No. 2467, 1st Floor, Sector 23-C, Chandigarh, have changed my name from Subhash chander to Subhash Manchanda.

[1685-1]

I, Saroj Pramod Yadav W/o Late Sh. Pramod Yadav R/o House No. 2967, Mauli Jagran Complex, Chandigarh, have changed my name from Saroj Pramod Yadav to Saroj.

[1686-1]

I, Ajay Kumar s/o Somdutt, 2085/1, Sector 45-C, Chandigarh, have changed my minor daughter name from Baby second of Meena to Kishvi Aggarwal.

[1687-1]

I, Adit Mishra S/o Annu Babu Mishra, House No. 5673/A, Sector 56, Chandigarh, have changed my name from Adit Mishra to Aditya Mishra.

[1688-1]

I, Geetika W/o Mukesh kumar Bhoria R/o # 1326, First Floor, Pushpac Coop HB (1) Society Limited, Sector 49-B, Chandigarh, Pin-160047, have changed my name to Geetika Bhoria for all future purposes.

[1689-1]

I, Sharda Poudyal W/o Madhav Poudyal House No. 1162, Sector 34-C, Chandigarh, have changed my name from Sharda Poudyal to Sharada Poudyal.

[1690-1]

I, Alok s/o Ramesh R/o # 3424, Sector 27-D, Chandigarh, have changed my minor daughter name from Baby Two of Kumari Mamta to Mannat.

[1691-1]

I, Aditi Sood D/o Rahul Sood, House No. 473/1, Sector 40-A, Chandigarh, have changed my name from Aditi Sood to Aditi.

[1692-1]

I, Vikram Kumar S/o Gulzar Singh R/o # 306, Village Mauli Jagran, Chandigarh, have changed the name of my minor daughter from Neha to Neha Singh.

[1693-1]

I, Akash S/o Dilbag Singh, House No. 1166, Kishangarh, Chandigarh, have changed my name from Akash to Akash Lather.

[1694-1]

I, Sahu Suraj, S/o Sh. Munna Prasad, R/o House No. 1225, Deep Complex, Hallo Majra, Chandigarh-160002, have changed my name from Sahu Suraj to Suraj Gupta.

[1695-1]

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066—Ptg. & Sty. Deptt., U.T., Chd.

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